

\$ _____

_____, 200
Portland, Oregon

UNSECURED NOTE

_____ ("Maker"), promises to pay to
_____ or
registered assigns (the "Holder") at _____, or at
such other place as Holder may from time to time designate, the
principal sum of \$ _____, together with interest
thereon at the rate of _____% per annum from the date hereof.

This Note is subject to and governed by the following terms:

1. Payment of Principal and Interest.

1.1 Installments. So long as any amount payable under
this Note is outstanding, the Maker shall pay
installments of principal and interest equal to \$ _____.
Installments shall be due on _____, 20__ and on the first
business day of each _____ thereafter until
, 20__, when the entire unpaid balance of principal and interest
is due and payable.

1.2 Method and Manner of Payment. Payment will be

made in lawful money of the United States; however, Maker may make payment by its check payable in such money. All payments may be mailed to Holder's registered address specified in this Note. Interest will be computed on the basis of a 360-day year of 12 30-day months.

2. Prepayment. Maker may, at any time and from time to time, prepay this note, in whole or in part, without premium or penalty. Prepayments may, at the Maker's option, be applied against the next maturing installments, if any.

3. Default. If Maker shall fail to make any payment of principal or interest, or both, when due under this note and shall not have cured such default within a period of ___ days after receipt of written notice of such default by Holder, then Holder may declare the entire unpaid balance of principal and interest of this Note immediately due and payable and may pursue such remedies as are granted by law.

4. No Oral Modification. This note may not be changed, modified or terminated orally.

5. Notice. Any notices required or permitted to be given under this Note shall be in writing and be delivered personally or by telex or other telegraphic means or mailed by regular or

certified mail, return receipt requested, as follows:

If to Maker:

With copy to:

If to Holder:

Notices shall be deemed given when so delivered, transmitted or mailed. Either party may change the address for receiving notices under this Note by sending written notice, pursuant to the provisions of this Section, to the person to be charged with knowledge of such change.

6. Choice of Law. This Note shall be governed by and construed and enforced in accordance with, the laws of the state of Oregon without regard to choice of law rules unless Holder is the Internal Revenue Service in which case federal law shall be applicable.

7. Litigation Expenses. If any legal action or other proceeding is brought to construe, interpret or enforce this Note, the prevailing party shall be entitled to recover from the losing party such party's litigation costs and expenses, including but not limited to reasonable attorneys fees, at trial, on all levels of appellate review and in any bankruptcy proceedings, in addition to any other relief to which such party may be entitled.

By:

Title:

H:\Portland Shared\Chapter 11\Chapter 11A forms\Unsecured Note.wpd